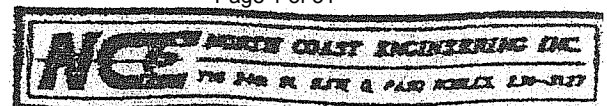


EXHIBIT B TO C C & R's  
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Item 34  
Presented by The Winsors  
2-21-2013





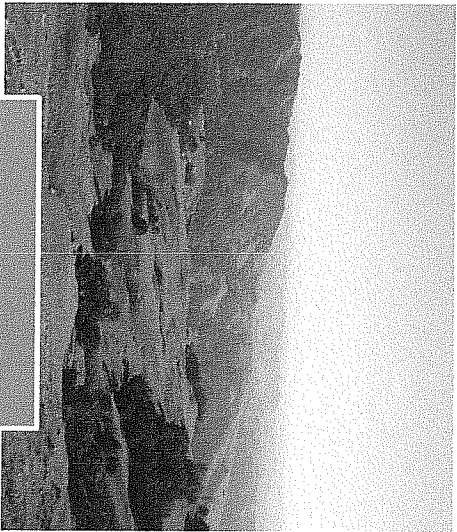


## **Former Parcel 17**

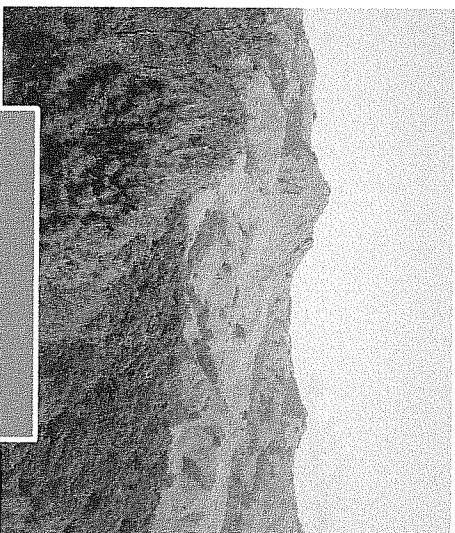
Currently 360 acres in the Ag Preserve: this parcel no longer conforms or benefits from the D870020D. Significant expense and effort has been put forth to preserve this as a Rangeland Parcel. Removing 17 from D870020D cleans up the document to reflect the reality of the actual land and the agreements made by the private parties of the CRRA Road Association.



Former Parcel, 17 does not benefit from this permit. It no longer has its development right, easement or membership privilege.  
The appeal should be denied



South View



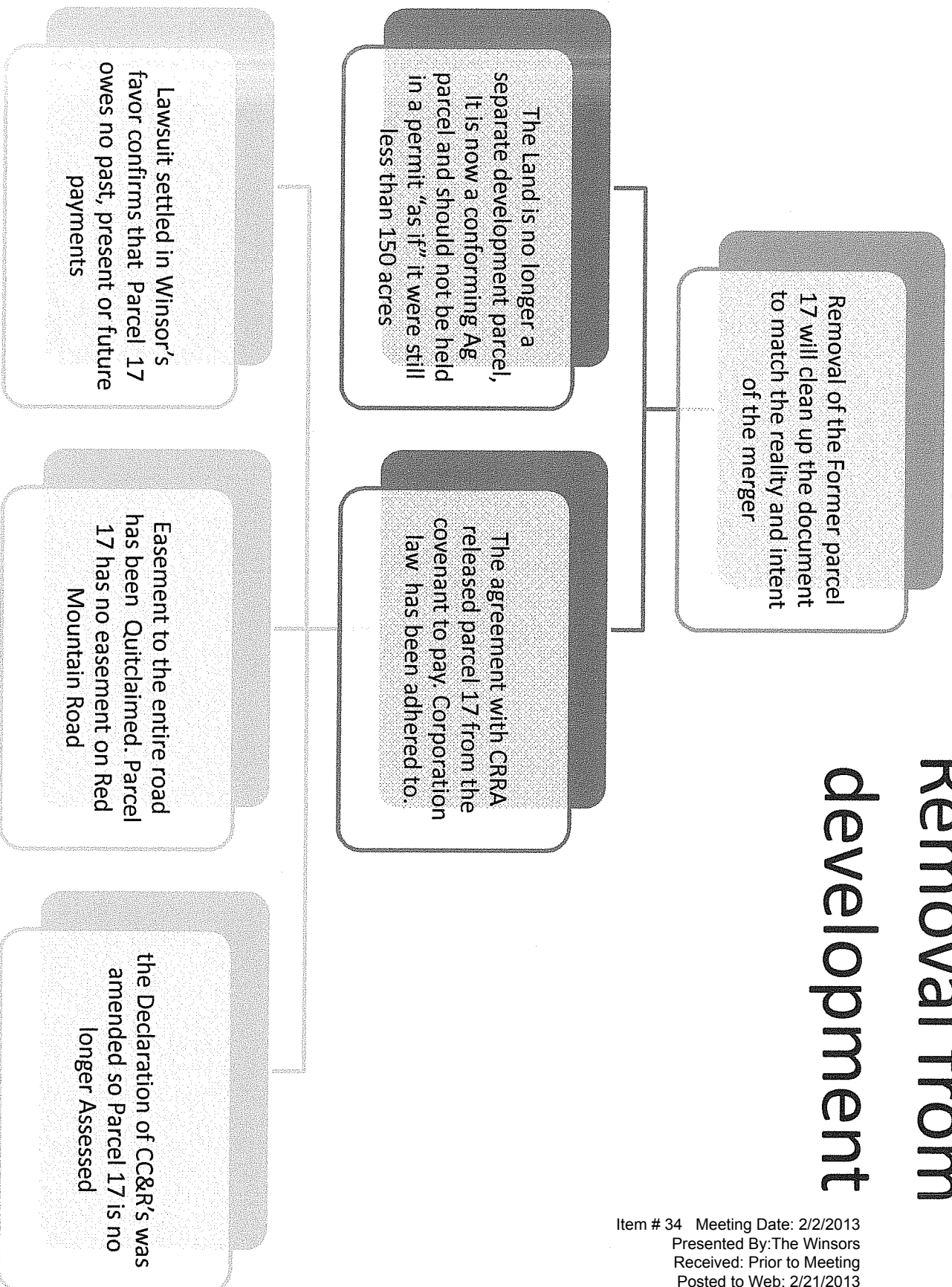
East View



West View

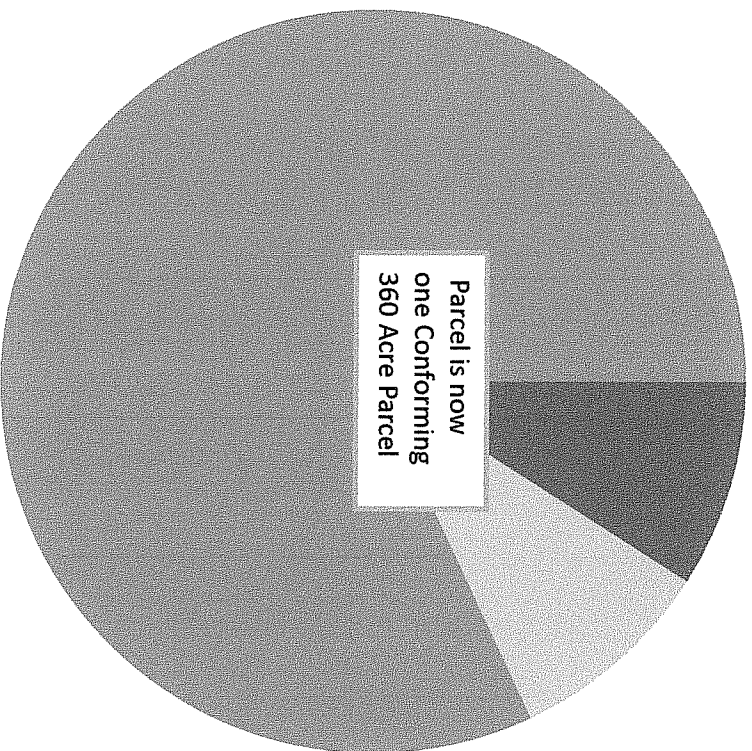


# Removal from development





The description for parcel 17 in D870020D no longer represents an accurate, separate or existing parcel.

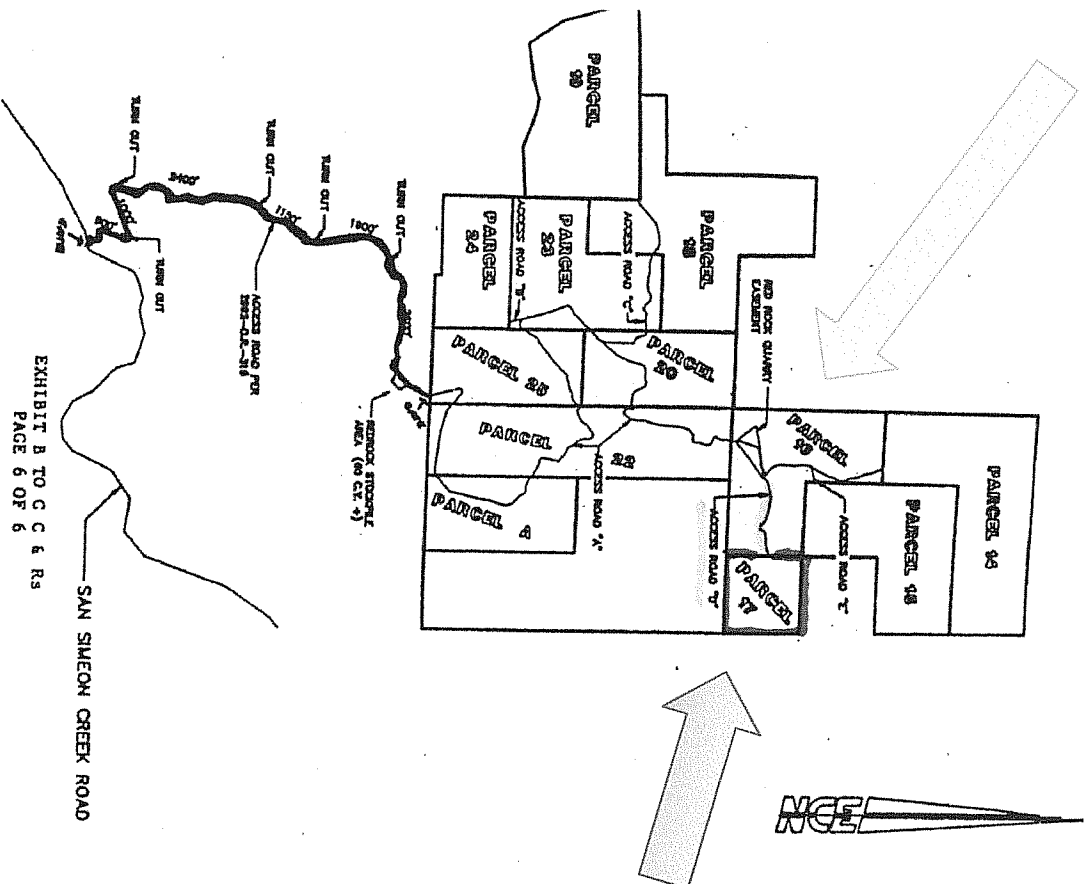


### Evolution of a conforming parcel

- 40 acre original parcel 17
- 40 acre lot line adjusted
- 280 acre "Doty Ranch



# Access Road D has been eliminated, saving CRRA approximately 1/3 mile of Road Maintenance

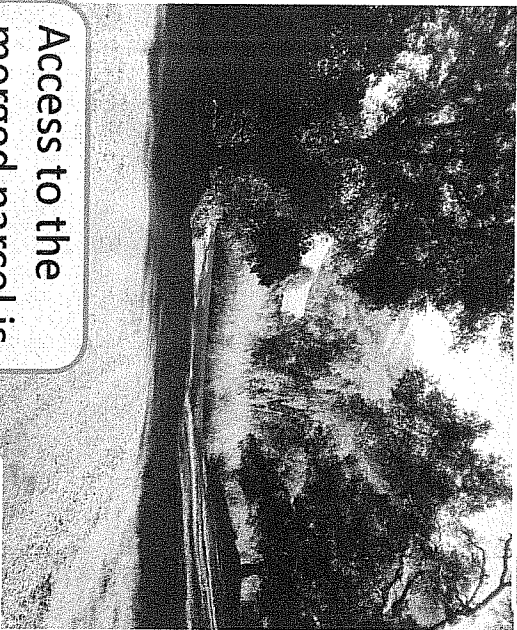


The description for  
parcel 17 ind870020D  
is for the Original 40  
acres (as shown here)  
and does not reflect  
the actual parcel



# Separate Access Road

Enter at bottom of merged parcel

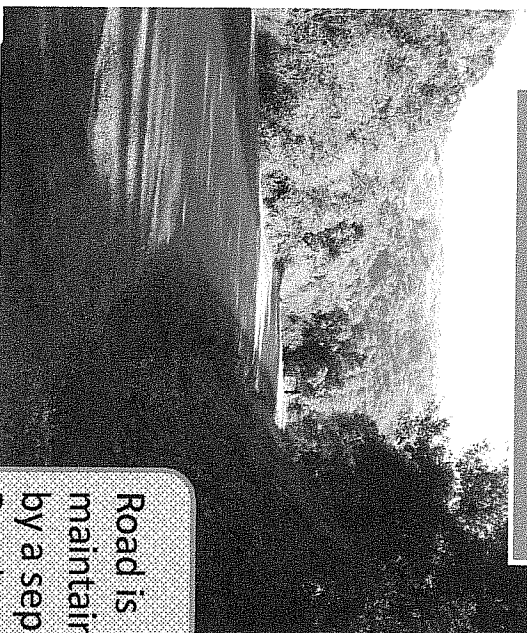


Access to the merged parcel is served by its original easement granted in 1867

1/3 mile to county road



Much shorter access



Road is maintained by a separate Road association SSCRA

This is the only easement. The merged parcel no longer has an easement on Red Mountain Road



The separate access is much more direct





# Will owners merge parcels to evade road maintenance fees?

Giving up development rights does not make financial sense.

We agree not to merge or try to remove our remaining parcel 15

Any future mergers or roads would need to be evaluated and approved

There is not another viable road that serves the remaining parcels, nor do any of the other parcels have easements on another road.

The remaining parcels have development potential and need the road



# Amendments to release a parcel

Having acreage over 150 acres, parcel 18 did not require an amendment of the development plan. CRRA being a private entity voted to amend its declaration and release his parcel

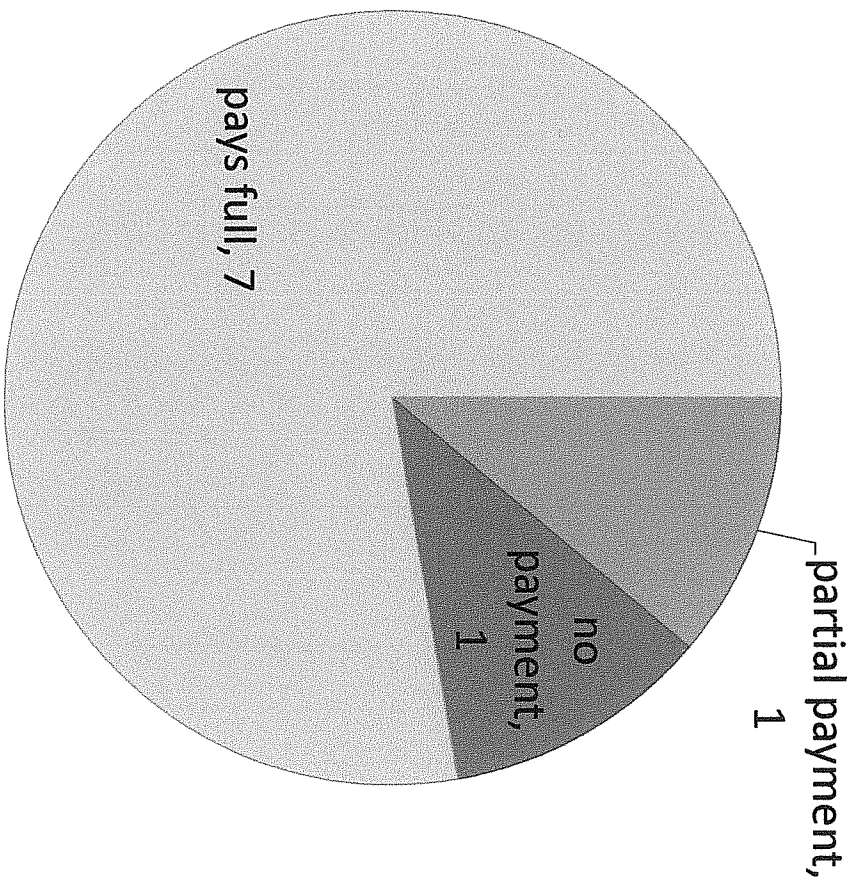
Amendment of the development plan  
released parcel 19 from SLOCCROA

Amendment of the CRRA declaration released parcel  
17 from assessments

Item # 2 Meeting Date: 2/2/2013  
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# The road is able to function with less members





## Road assessments have not been levied on Parcel 17 since 2006

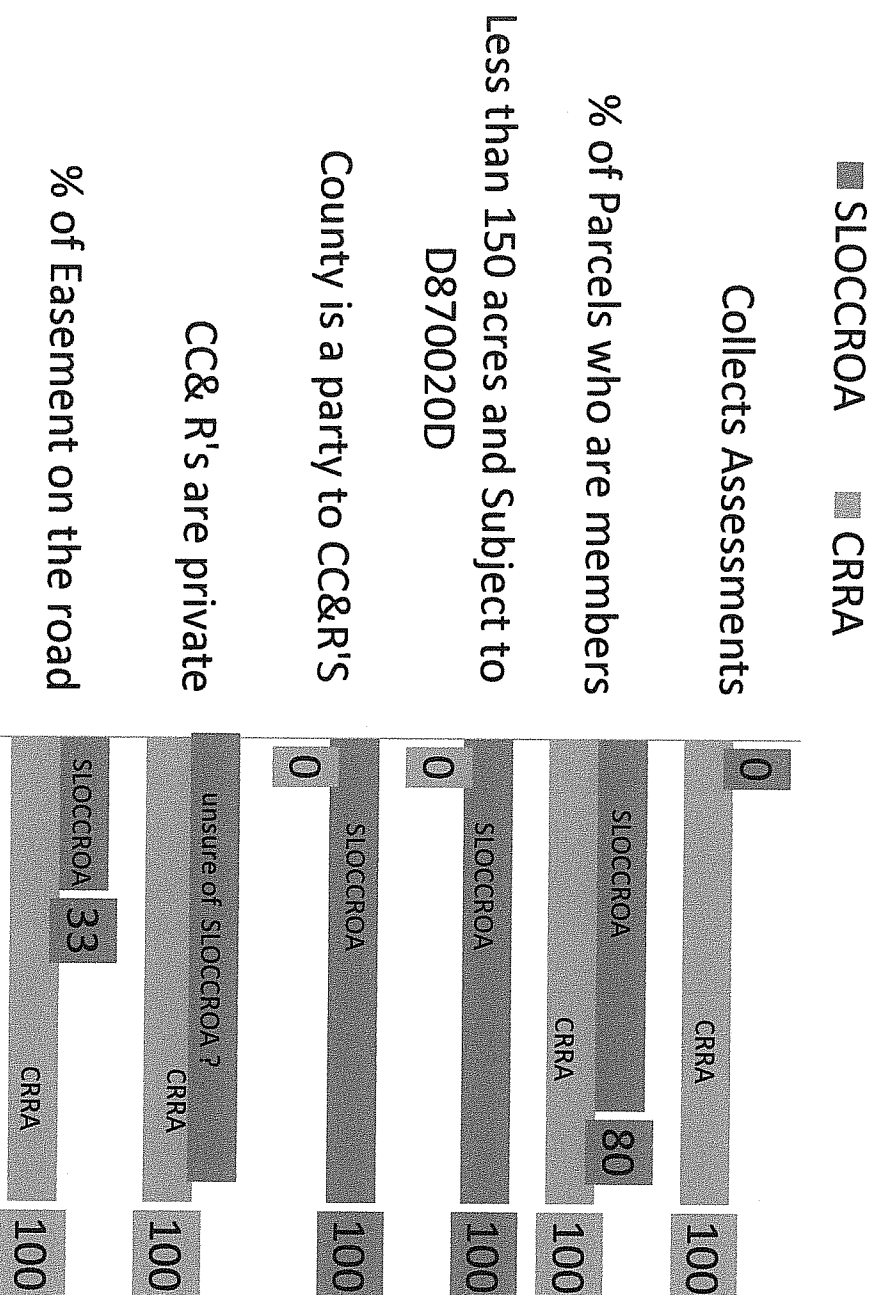
The private association CRRA has maintained the entire road since its inception and has proven reliable for over 25 years. The road is functional, funded, maintained and improved as agreed by its members and residential requirements.

SLOCCROA has never collected assessments beyond its initial required Emergency Reserve Fund which it later returned to its members. It seems reasonable to be released from a charge that has never been collected, and likely never will be collected because it is redundant, excludes two parcels and only has an easement on the first 1.7 mile portion of the 5 mile road.

A Vote by CRRA members, amendments to the CRRA declaration and The Civil suit all confirm that parcel 17 is no longer assessed and will not owe in the future.

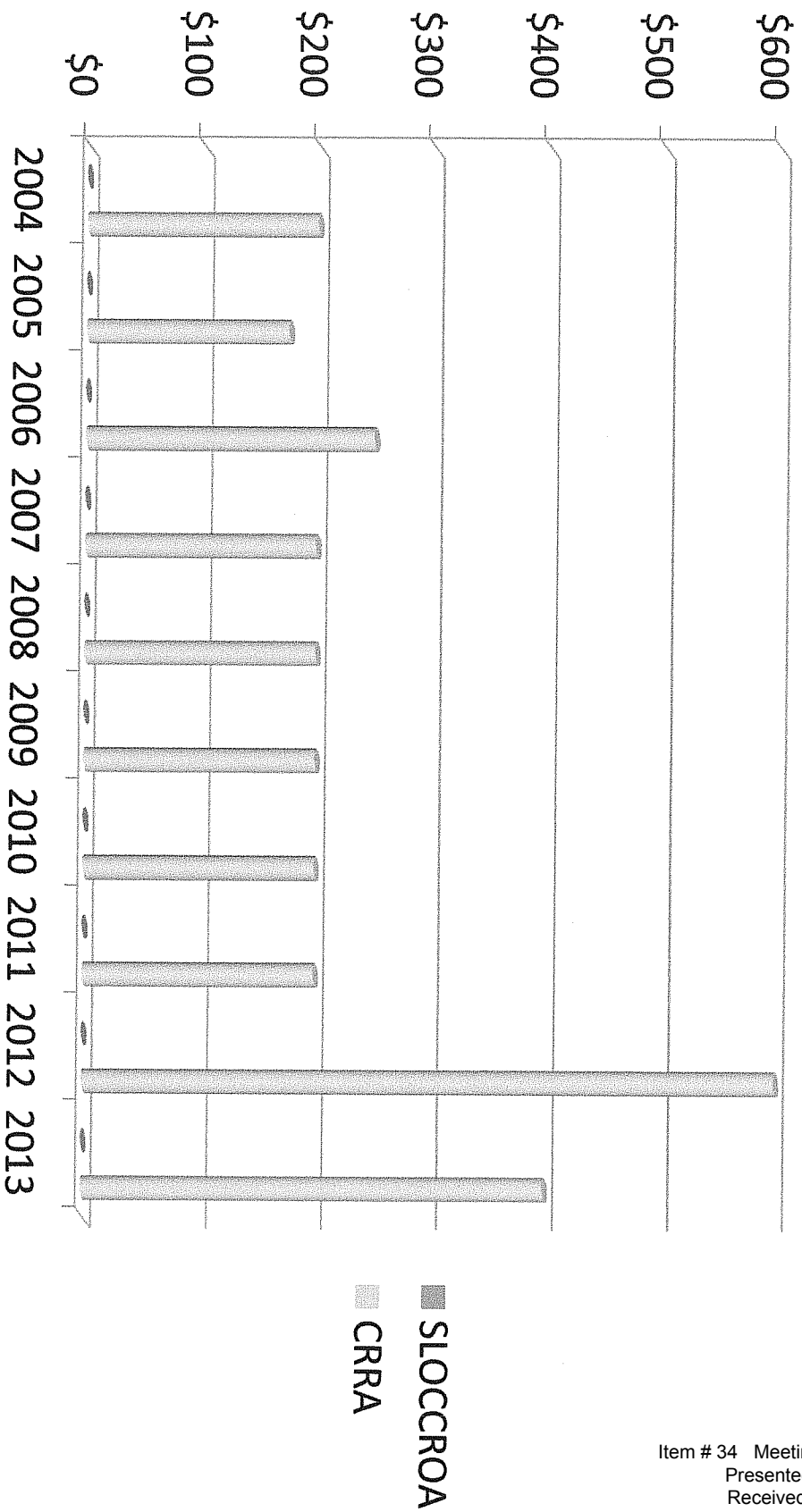


# The difference between the two Road Associations



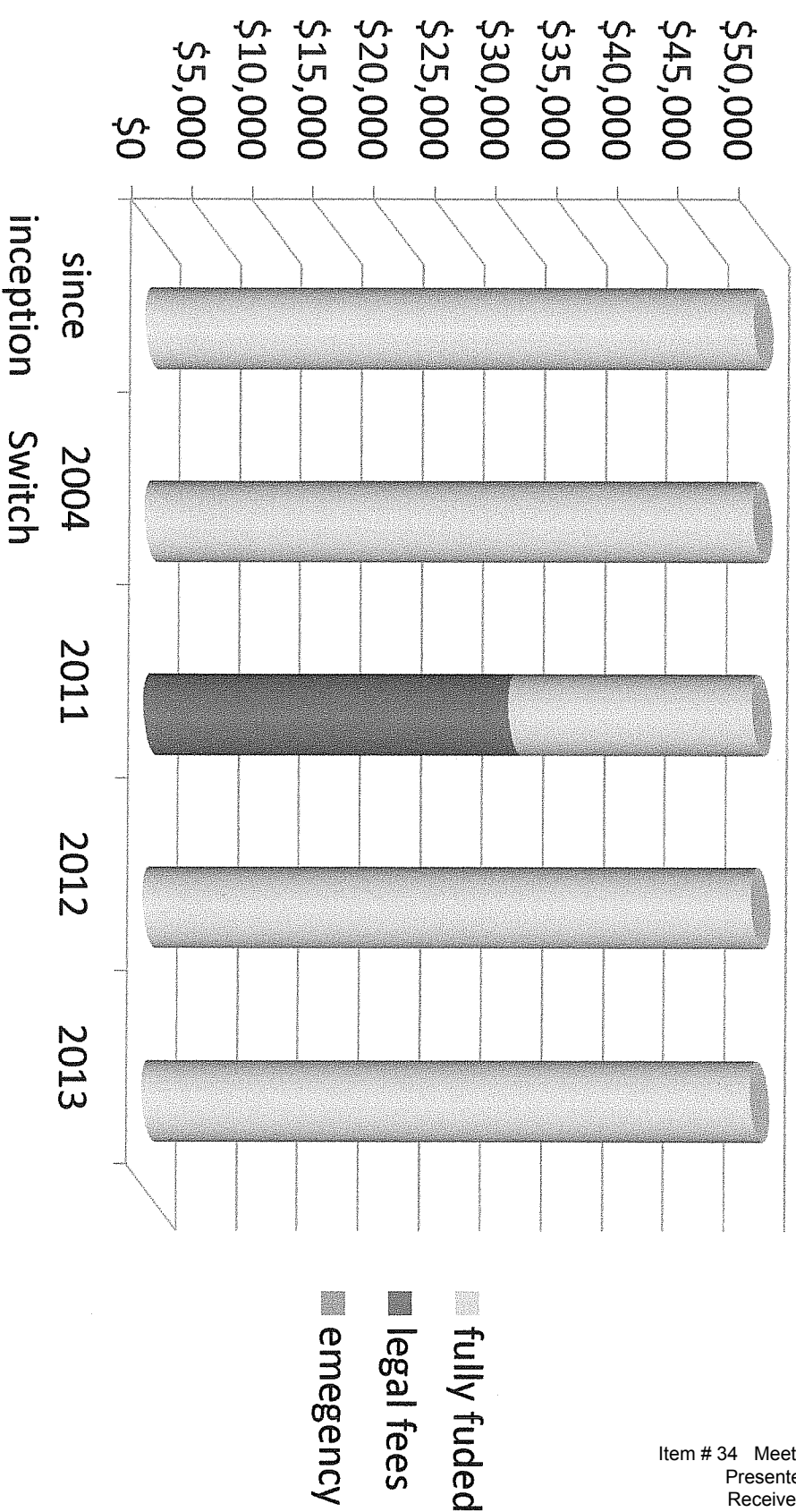


# The road is Assessed by membership vote





History of the Emergency Reserve Fund proves stability  
 always fully funded, It has never been used for an emergency





# Money

# Money

# Money

Declaring SLOCCROA as dissolved, Hilda Leslie reimbursed the 50,000.

ERF back to its members. It was viewed as unnecessary and excessive

Winsor's agreed to pay CRRA returning over \$11K for the 2004 distribution of the SLOCCROA emergency reserve fund

The Leslies and Days refused the offer of the other remaining members to collectively repay the SLOCCROA money.

The Phelans quit their cattle lease when the Leslies threatened them with a lawsuit, losing cattle income and agriculture benefits for the development parcel owners and Requiring increased roadside maintenance due to loss of grazing animals.



CLIENT STATEMENT | For the Period January 1-31, 2013

Morgan Stanley



#BWNJGWM

CAMBRIA RANCH ROAD ASSOCIATION, INC  
CARE OF: LYNNE SINGER CPA  
P O BOX 99  
CAMBRIA CA 93428-0099

Your Branch

755 SANTA ROSA ST STE 200  
SAN LUIS OBISPO, CA 93401  
Telephone: 805-549-2400  
Alt. Phone: 800-736-1150  
Fax: 805-541-2031

Client Interaction Center

800-869-3326  
24 Hours a Day, 7 Days a Week

Access your accounts online

[www.morganstanley.com/online](http://www.morganstanley.com/online)

Morgan Stanley Smith Barney LLC, Member SIPC

093808 MSGDD44D 012551

TOTAL VALUE LAST PERIOD (as of 1/23/12)	\$135,627.00
NET CREDITS/DEBITS	(22,817.93)
CHANGE IN VALUE	112,809.07
<b>TOTAL VALUE OF YOUR ACCOUNT (as of 1/31/13)</b>	<b>\$112,810.03</b>

(Total Values include accrued interest)

Your Financial Advisor Team

MENGES/SULLIVAN  
805-549-2420

Meeting Date: 2/2/2013  
Presented By: The Winsors  
Received: Prior to Meeting  
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History shows membership has the power to change the assessments.  
Originally a percentage of the road used to access a parcel determined the  
amount each parcel would owe.

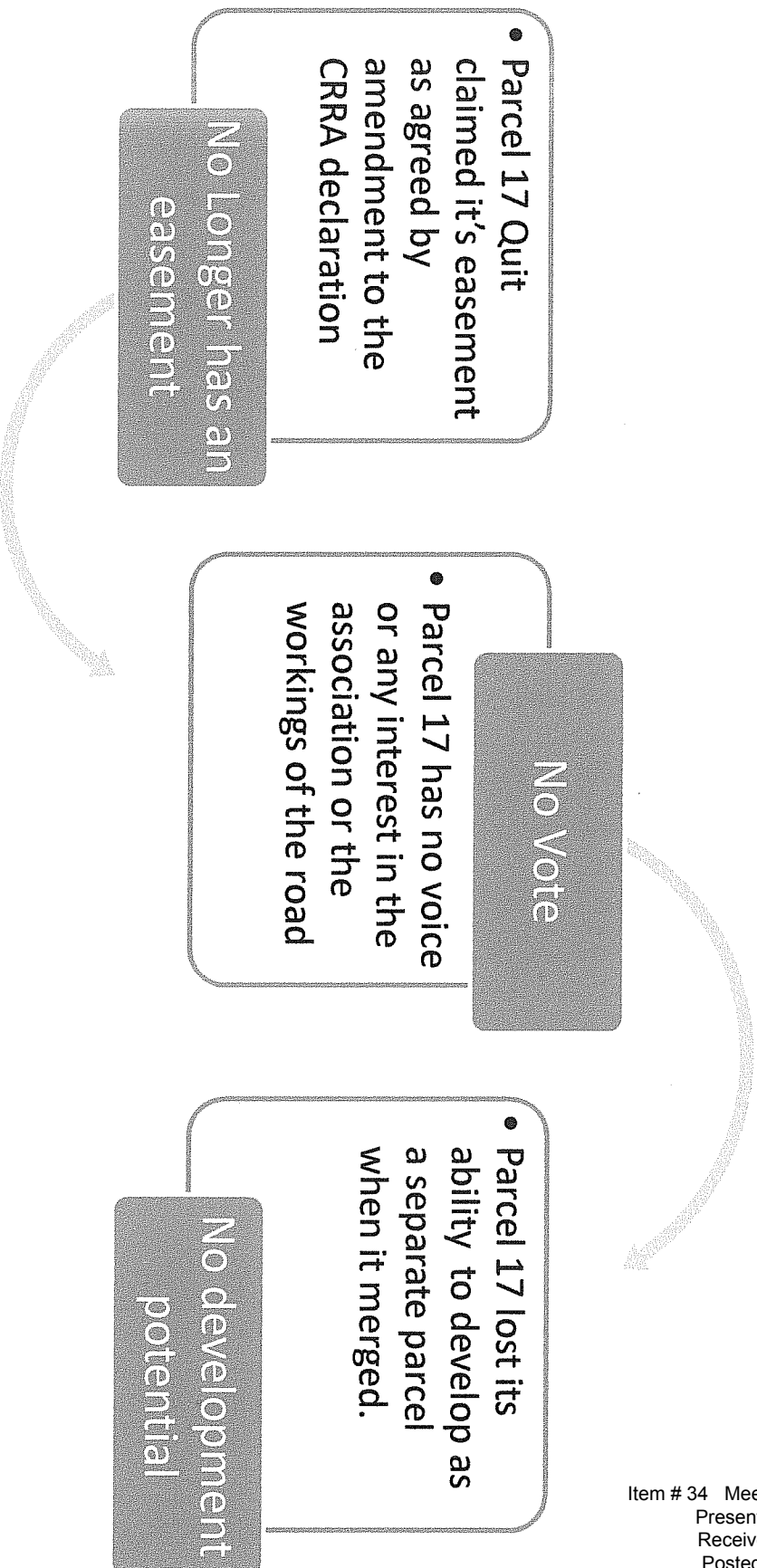
PERCENTAGE CONTRIBUTION  
BY EACH LOT

Parcel	Length From County Road	Percentage of Cost
14	28,246	8.98
15	27,198	13.31
16	25,105	10.29
17	27,769	10.33
19	23,841	11.34
20	20,610	9.63
22	11,557	5.09
23	18,914	9.63
24	19,453	7.30
25	10,715	8.08
A	12,986	6.02
Total		100.00

EXHIBIT A

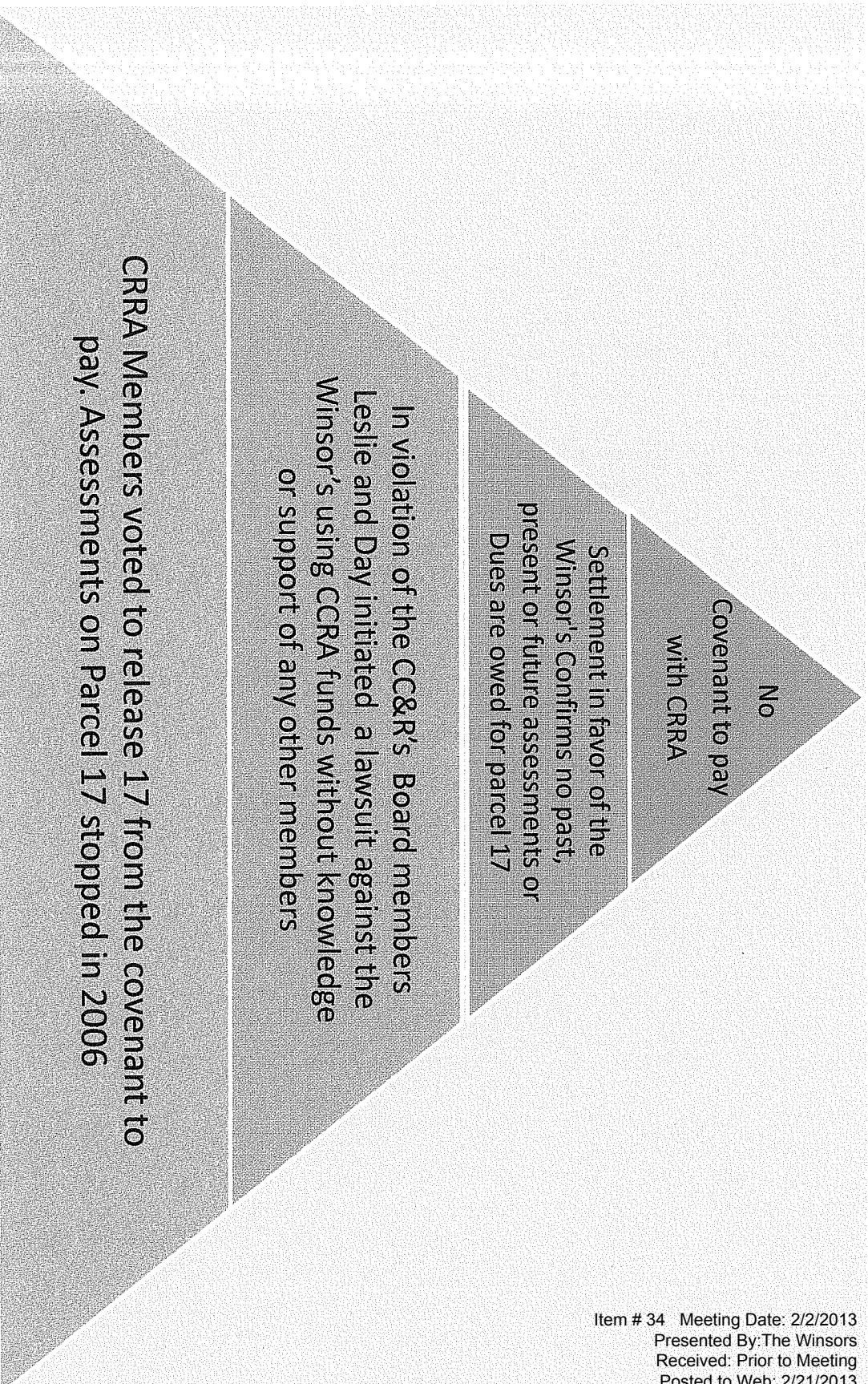


# No Benefit





# The Amendment to the CRRA Declaration of Covenants, Conditions & Restrictions released 17 form the covenant to pay

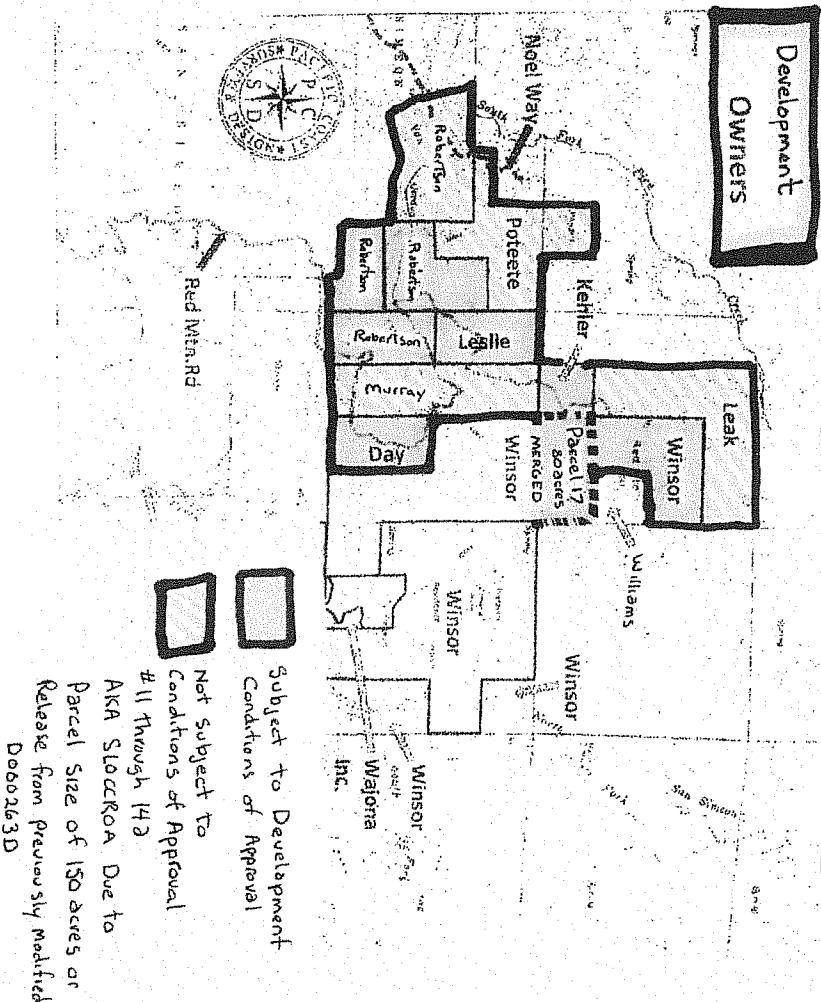




Amendment of the development plan released parcel 19 Having acreage over 150 acres Poteete, parcel 18 did not require an amendment of the development plan, but he did have an easement and was a member. CRRA being a private entity voted to amend its declaration and released his parcel

APN/Owner	Parcel Size (approximate)	Member CRRA	Member SLO/CROA
013-061-013; Apitz	135 acres	Released	Released
011-291-018; Winsor	120 acres	Yes	Yes
011-291-021; Leslie	80 acres	Yes	Yes
011-291-022; Murray	160 acres	Yes	No
011-291-023; Robertson	80 acres	Yes	Yes
011-291-024; Day	80 acres	Yes	Yes
011-291-025; Robertson	63 acres	Yes	Yes
011-291-026; Robertson	107 acres	Yes	Yes
011-291-036; Kehler	40 acres	Yes	Yes
011-291-039; Leak	200 acres	Yes	No
011-291-052; Winsor	360 acres	No	80 Acres Temp Addition

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# Covenants Conditions & Restriction's

The Quit claim was a Condition of our release

No one owes what is not due.

SLOCCROA also has a Covenant to pay, but has no assessments.

Covenant to pay is for parcels being assessed. There is no bill due.

The Amendment that released 17 amended the Covenant of the Declaration of CC&R's Releasing 17 from Assessments.



# North Coast area plan

## Maintaining Agricultural Lands:

### Policy 1

requires that agricultural land must be maintained in, or available for, agricultural production and allows conversion of agricultural land only under certain limited conditions

### Policy 6

Priority to agriculture expansion, requires that agriculture must be given priority over other land uses to insure that existing and potential agricultural viability is preserved



PUBLIC RESOURCES CODE DIVISION 20  
CALIFORNIA COASTAL ACT (2013)

**Section 30242 Lands suitable for agricultural use; conversion**

All other lands suitable for agricultural use shall not be converted to nonagricultural uses unless (1) continued or renewed agricultural use is not feasible, or (2) such conversion would preserve prime agricultural land or concentrate development consistent with Section 30250. Any such permitted conversion shall be compatible with continued agricultural use on surrounding lands.

*AG conservation is vital to future generations  
It is good policy to value and protect it*



# Compliance with Covenant to pay & Corp. Code 7340

The covenant to pay is for Collecting money that is being Assessed

CRRA is a private association and has the right to vote and amend it's declaration, including the right to change the amount and how assessments are made. The CRRA declaration has been amended to cease levying of assessments for parcel 17.

Our parcel has not been abandoned, it has been merged and is no longer separate. The purpose of this hearing is to remove the Amending D870020D to remove the partial or inaccurate description from the development plan that no longer serves it.

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CRRA is a Mutual Benefit Corporation, the benefit is the road. We no longer have the benefit. Parcel 17 does not share any property or an easement with the membership, the road does not go through this parcel.

We no longer have an easement. Our obligation has been fulfilled

CC& R definition: "Parcel" shall mean one of the separate parcels of real property described in Exhibit A to this declaration, or any parcel resulting from a division of any parcel. Our Parcel no longer matches this separate 40 acre description.

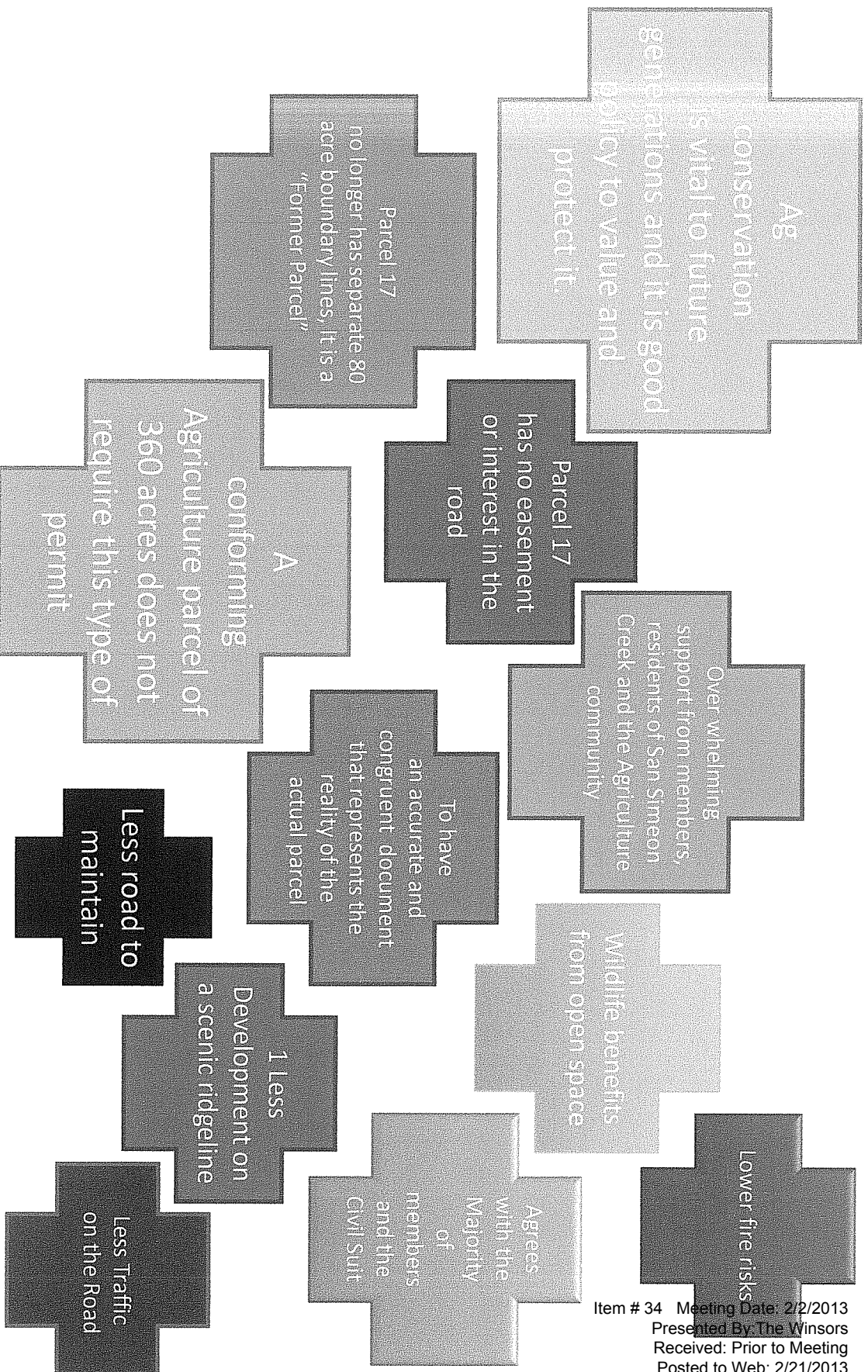
The appellant is excluding the important fact of the Amendment and the settlement that released parcel 17 from the covenant to pay. If as they claim a parcel could only be released by sale, then parcels 1-13 would still be obligated and so would parcels 18 & 19.

Resignation did not relieve the Winsor's of Assessments, CRRA relieved parcel 17 with a Vote, Amendment and a Settlement.

While our Bylaws do not require the need for notice to resign, the Winsor's paid for approximately 6 months after the agreement until finalizing of the condition of the Quit Claim and Amendment



# Positive Reasons to amend D870020D





## Support for release of former parcel17 from the development plan

yes

- majority of the private association "CRRA" continues to support

yes

- The Planning Commission Voted 4 to 1 to support

yes

- Neighbor, Agriculture and Ranching community Support

yes

- Supports county policy that agriculture shall be given priority over other land uses.

yes

- Is now a conforming agricultural parcel and the development plan no longer applies



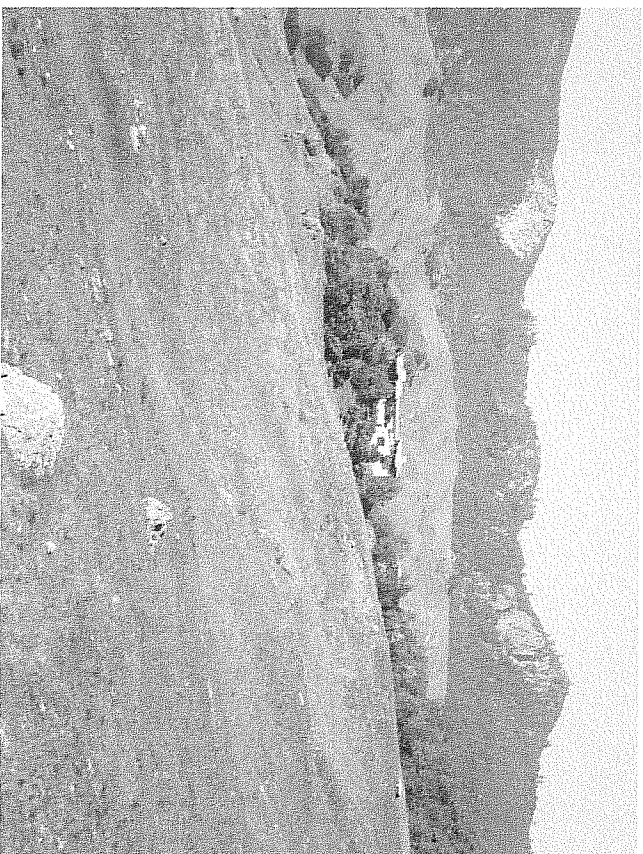
**We value the land, we gave up development to preserve it**

**This is a unique very scenic gated community**



**View from lot line adjusted parcel 17**

**This development is not a low income area**



**Red Mountain Road Residence**



The separate road

association that currently serves our residence went from 9 members down to 2 paying members. With less members the road is now shorter, better maintained and mostly paved

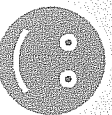
The road

will benefit most from people who can afford to maintain it

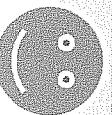
The EIR

recommended less residential density largely due to the road

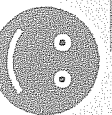
## Less Parcels can be a good thing!



It is difficult to maintain or improve a road with the intent opposition of a member.



Many ranches in this area solely maintain their own roads



Less traffic on a narrow, winding road



**Parcel 17 is now a "former" Parcel"**

Lot line adjustments and merger changed the boundary line and development potential. The 40 acres as described in the development plan no longer exists as a separate parcel



12 years ago

**Parcel 17 has already been released from the CRAA covenant to pay**

CRAA membership Voted to release Parcel 17 from Assessments or fees  
With the condition that Parcel 17's Easement is Quit Claimed



6 years ago

**An Amendment was made to the CRAA Declaration of CC&Rs which effectively terminated the levying of assessments against parcel 17**



6 years ago

**The Settlement of the Lawsuit Confirms that Parcel 17 Owes no Past, Present or Future Dues, Fees or Assessments to CRAA**



2 years



# T i m e L i n e

